

REMARKS

Claims 1, 2, 5-18, and 21-27 are pending in the application. Claims 1, 8, 13, 16, 22, and 23 have been amended. Claims 3, 4, 19 and 20 were previously cancelled. New claims 24-27 have been added.

Applicant respectfully submits that the above amendments and new claims do not add new matter to the application and are fully supported by the specification. Support for the amendments and new claims may be found at least at Figures 9-12 and at pages 18-25 of the specification.

Claims 1, 2, 5-18, and 21-23 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over U.S. Patent No. to Eggleston *et. al.* ("Eggleston"). See Office Action at ¶ 3. Applicant responds as follows.

I. Claim Rejections Under 35 U.S.C. § 103

Claims 1, 2, 5-18, and 21-23 have been rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over Eggleston. Applicant respectfully submits that independent claims 1, 16, 22, and 23, as well as claims 2, 5-6, 8-11, 14, 15, 17, 18, 21, and 24-27 which depend from the independent claims, are not obvious in view of Eggleston.

Eggleston discloses a system and method whereby consumers register with a host system in order to participate in "incentive programs" where the consumers can "win" awards or prizes from sponsors, and then collect the awards or prizes from retailers. The invention of Eggleston is "an inventive program and award fulfillment system that provides easy access to consumers who have standard computer hardware and software, that permits sponsors to build or purchase incentive programs easily and efficiently, and that provides for convenient tracking of participation and convenient, automated award fulfillment." Col. 5, lines 38-44. The system of Eggleston "includes participation of a host who manages the system, one or more consumers who participate in incentive programs and in certain instances win awards, one or more sponsors who offer incentive programs through the host system, and one or more retailers who provide awards for the incentive programs and who fulfill delivery of awards to consumers." Col. 10, lines 3-9. Thus, Eggleston discloses a system and method where a consumer earns an award or prize by "winning" one or more "incentive programs" that are offered by one or more "sponsors" on the "host system" website.

The method and system claims submitted above, however, are fundamentally different

from the “contest” format disclosed in Eggleston. As described in further detail below, the consumer in Eggleston participates in an incentive program by performing a “win eligible” activity and receiving a prize for winning the contest. Eggleston does not involve receiving a query from a consumer regarding a specific product or service or providing information to the consumer regarding what purchasing incentives may be available through the consumer’s loyalty programs for that product or service. As an example, and without limitation, a consumer who is a member of the AARP and also has an Exxon credit card may desire to buy a new television. The consumer may request information regarding all purchasing incentives available through AARP and Exxon loyalty programs for the specific television that he or she would like to buy. For example, Exxon may offer a 5% rebate, while the AARP may offer a 10% discount if the consumer is over 65. The consumer may then choose the purchasing incentive with the best deal. This process, for example, is fundamentally different from winning a contest as disclosed in Eggleston.

Specifically, independent claims 1, 22 and 23 are directed to methods for managing purchasing incentives offered to consumers through their memberships in loyalty programs of offering companies and organizations (claim 1); and determining if purchasing incentives are available to a consumer through the consumer’s membership in at least one loyalty program of at least one offering company or organization (claims 22 and 23). Claim 16 is a system claim for processing purchasing incentive queries for purchasing incentives available to consumers through their existing membership in loyalty programs.

Eggleston does not render obvious any of claims 1, 16, 22, and 23 because each of these claims has been amended to include limitations regarding receiving membership information from consumers who previously enrolled in loyalty programs and verifying membership based on the received information. Claim 1 has been amended to recite “receiving from a plurality of consumers information regarding each consumer’s *existing memberships* in one or more loyalty programs, wherein each consumer previously enrolled in the one or more loyalty programs *prior to* the information for that respective consumer being received and each consumer’s previous enrollment is *distinct* from receiving the membership information for that respective consumer, the membership information comprising the name of the offering company or organization for each loyalty program in which the consumer has a membership and identification information sufficient to identify each existing membership.” Claim 1 has also been amended to recite the

step of “verifying that the consumer’s existing membership in the one or more loyalty programs is valid by comparing the identification information received from the consumer to enrollment information received from the one or more loyalty programs.” Claims 16, 22, and 23 have been amended to recite similar limitations.

Eggleston does not teach or suggest receiving from a plurality of consumers information regarding existing memberships in one or more loyalty programs where the consumers previously enrolled in the one or more loyalty programs, nor does it teach or suggest verifying an existing membership by comparing such information to information received from the one or more loyalty programs. Rather, Eggleston discloses a consumer first registering to become a member of the host incentive program system and then, after registering with the host system, selecting an incentive program provided by the host system or various sponsors in which to “participate.” *See* col. 12, lines 22-28; col. 13, lines 43-45; col. 16, lines 19-24. “Participation in the incentive programs could include entering data, completing surveys, clicking on one or more icons in a predetermined manner, or other ‘win eligible’ activities, such as answering questions.” Col. 13, lines 47-51. When the consumer then wins an incentive program, he or she is notified and may claim the appropriate prize. Col. 13, lines 51-54; *see also* col. 21, ll. 30-31 (“a prize is awarded upon successful completion of an incentive program”); col. 32, ll. 42-44 (“the incentive program must be capable of generating a signal indicating that a consumer has won”); col. 35, ll. 21-22 (“some algorithm for determining a winner is available”).

The host system disclosed in Eggleston is therefore aware of the incentive programs in which a particular consumer “participates” by virtue of the consumer having selected the incentive program through the host system and performed a “win eligible” activity. The consumer does *not* enroll in a program beforehand and then provide membership information for that program.

Further, because no membership information is received from the consumer in Eggleston, it would be impossible for the Eggleston system to verify any consumer’s existing membership by comparing information received from the consumer to information received from a loyalty program. Again, the host system disclosed in Eggleston recognizes particular incentive programs because the consumer selected them, not because the consumer provided membership information. Eggleston does not teach or suggest the recited verifying step.

Indeed, the Office Action acknowledges that Eggleston “does not teach that information

regarding the consumer's existing memberships in one or more loyalty programs is received from a plurality of consumers," but asserts that "[b]ecause it would be advantageous to have as many participating offering companies/sponsors as possible in the sponsor database 202, it would have been obvious to one of ordinary skill in the art, at the time of the invention, to add to the teachings of Eggleston et al. that consumers be invited to *recommend sponsors* to the sponsor database 202, which would read on receiving from a plurality of consumers information regarding the consumer's existing memberships in one or more loyalty programs (emphasis added)." The system disclosed in Eggleston, however, would not work if a consumer could merely "recommend" a sponsor to the host system. The incentive programs in Eggleston, which include "scratch-and-win games, sweepstakes games, treasure hunt games, or computer games," require an "algorithm for determining a winner." Col. 13, lines 45-47; col. 35, lines 21-22. The sponsor creates an incentive program in conjunction with the host system by purchasing a "pre-packaged" incentive program or building an incentive program from scratch and then selecting the prizes for the program. Col. 14, lines 26-67. If a consumer could merely recommend a sponsor in Eggleston, there would be no way for the host system to know the algorithm to determine a winner or the prizes that may be won. Without such information, a consumer could not "participate" in any incentive program, as defined in Eggleston. It therefore would not have been obvious to modify Eggleston in the manner stated in the Office Action.

Accordingly, independent claims 1, 16, 22, and 23, as well as claims 2, 5-6, 8-11, 14, 15, 17, 18, 21, and 24-27 which depend from the independent claims, are not obvious in view of Eggleston. Applicant respectfully requests that these rejections be withdrawn.

CONCLUSION


In view of the foregoing amendments and arguments, it is respectfully submitted that this application is in condition for allowance. If the Examiner believes that prosecution and allowance of the application will be expedited through an interview, whether personal or telephonic, the Examiner is invited to telephone the undersigned with any suggestions leading to the favorable disposition of the application.

It is believed that all necessary fees are being charged for filing this Response. However, the Director is hereby authorized to treat any current or future reply, requiring a petition for an extension of time for its timely submission as incorporating a petition for extension of time for the appropriate length of time. Applicant also authorizes the Director to charge all required fees, fees under 37 C.F.R. § 1.17, or all required extension of time fees, to the undersigned's Deposit Account No. 50-0206.

Respectfully submitted,
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